

BIDS AND AWARDS COMMITTEE

INVITATION TO BID

ONE (1)-YEAR CONTRACT OF PREVENTIVE MAINTENANCE OF THE CCTV SYSTEM

The Philippine International Convention Center (PICC), through its Approved Budget for CY 2019, intends to apply the sum of **ONE MILLION FOUR HUNDRED NINETY FOUR THOUSAND THREE HUNDRED FORTY FIVE PESOS AND NINETY ONE CENTAVOS (P1,494,345.91)**, being the Approved Budget for the Contract (ABC) of the aforesaid requirement.

The PICC now invites bids for the procurement of the abovementioned requirement. Contract duration is one (1) year. Bidders should have completed, within the last three (3) years from the date of submission and receipt of bids, a contract similar to the project, whose value must be at least fifty percent (50%) of the ABC. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II – Instruction to Bidders. Bids received in excess of the ABC shall be automatically rejected at bid opening.

Bidding will be conducted through open competitive bidding procedures, using a non-discretionary “Pass/Fail” criterion as specified in the 2016 Revised Implementing Rules and Regulations (RIRR) of Republic Act (RA) 9184, otherwise known as the “Government Procurement Reform Act”. Bidding is open to all interested bidders, subject to the conditions for eligibility as provided in the RIRR of RA 9184. Interested bidders may obtain further information from the PICC-BAC and inspect the Bidding Documents at the address given below during office hours.

A complete set of Bidding Documents may be acquired by interested Bidders from **March 6, 2019 to 10:00 a.m. of April 16, 2019**, at the address stated below and upon payment in cash of a non-refundable fee, pursuant to the latest guidelines issued by the GPPB, in the amount of **TWO THOUSAND PESOS (P2,000.00)**. It may also be downloaded, free of charge, from the website of the Philippine Government Electronic Procurement System (Phil-GEPS) and PICC website, <https://www.picc.gov.ph>, provided that participating Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of bids.

The PICC-BAC will hold a Pre-Bid Conference on **April 2, 2019 at 10:00 a.m.**, at the PICC-BAC Conference Room, Ground Floor, Delegation Building, which, however, shall be open to prospective bidders.

Bids must be duly received by the BAC Secretariat, at the address below, on or before **April 16, 2019 of 10:00 a.m.** All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 18. Late bids shall not be accepted.

Bid opening shall be conducted on **April 16, 2019 at 10:00 a.m.** at the PICC-BAC Conference Room, Ground Floor, Delegation Building, PICC. Bids will be opened in the presence of the bidders’ representatives who choose to attend. Late bids shall not be accepted.

In case the Pre-Bid Conference, the deadline for the submission of Bid Documents and the opening of bids fall on a non-working day, legal holiday or special non-working holiday, the activity involved shall be moved to 2:00 p.m. of the next working day.

The PICC-BAC reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to its award in accordance with Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.

For further information, please refer to:
BIDS AND AWARDS COMMITTEE (BAC)
PHILIPPINE INTERNATIONAL CONVENTION CENTER
PICC Complex, Pasay City 1307
Tel. No's.: 7894758, 7894759 and 7894760
Telefax No.: 7894761


MELPIN A. GONZAGA
Chairman

Section III. Bid Data Sheet

A

Bid Data Sheet

ITB Clause	
1.1	The Procuring Entity is PHILIPPINE INTERNATIONAL CONVENTION CENTER (PICC)
1.2	The lot(s) and reference is/are: ONE (1)-YEAR CONTRACT OF PREVENTIVE MAINTENANCE OF THE CCTV SYSTEM
2	The Funding Source is: PICC APPROVED BUDGET FOR CY 2019
3.1	No further instructions.
5.1	<p>Eligible Bidders</p> <p>The following persons shall be eligible to participate in this bidding:</p> <ul style="list-style-type: none"> a. Duly licensed Filipino citizens/sole proprietorships; b. Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines; c. Corporations duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines; and d. Cooperative duly organized under the laws of the Philippines, and of which at least sixty percent (60%) interest belongs to citizens of the Philippines. e. Must have an extensive experience and training in GVD products especially NVR, Video Wall, Video Recorder, Video Management System, Central Management System, Central Management System, Failover System, Storage System and Remote Monitor.
5.2	Foreign bidders, except those falling under ITB Clause 5.2(b), may not participate in this procurement.
5.4	<p>The Bidder must have completed within the last three (3) years a single contract that is similar to this requirement, the amount of which shall be at least fifty percent (50%) of the ABC.</p> <p>For this purpose, similar contract shall refer to preventive maintenance of CCTV systems.</p>
7	No further instructions.
8.1	Subcontracting is not allowed.
8.2	Not applicable.
9.1	The PICC will hold a pre-bid conference on April 2, 2019 at 10:00 a.m.

10.1	The Procuring Entity's address is: Philippine International Convention Center PICC Complex, 1307 Pasay City BAC Secretariat Tel. No. 7894759; Telefax: 7894761
12.1(a)	No further instructions.
12.1(a)(ii)	The bidder's SLCC similar to the contract to be bid should have been completed within three (3) years prior to the deadline for submission and receipt of bids. The SLCC shall be supported with certified photocopy of its Contract and Certificate of Completion and Acceptance or Official Receipt /Sales Invoice issued for the contract.
13.1	No additional requirements.
13.1(b)	No further instructions.
13.1(c)	No additional requirements.
13.2	The total ABC is ONE MILLION FOUR HUNDRED NINETY FOUR THOUSAND THREE HUNDRED FORTY FIVE PESOS AND NINETY ONE CENTAVOS (P1,494,345.91), VAT Inclusive.
15.4 (a)(iv)	No incidental services are required.
15.4 (b)	No incidental services are required.
16.1 (b)	Bid Currencies The bid prices shall be quoted in Philippine Pesos.
16.3	Payment shall be made in Philippine Pesos.
17.1	Bid Validity Period Bids will be valid for one hundred twenty (120) calendar days from the date of opening of bids.
18.1	The bid security shall be in a Notarized Bid Securing Declaration or in any of the following forms and amounts: <ul style="list-style-type: none"> • Cash or Manager's Check / Cashier's check, or Bank/draft guarantee issued by a Universal or Commercial Bank in the amount of 2% of the ABC or P29,886.92; • Surety Bond, callable upon demand, issued by a surety or insurance company with attached Certification issued by the Office of the Insurance Commission that said insurance company is authorized to issue such surety, in the amount of 5% of the ABC or P74,717.30.

18.2	The bid security shall be valid for one hundred twenty (120) calendar days from the date of opening of bids.
20.3	<p>Sealing and Marking of Bids Each Bidder shall submit one (1) original copy and two (2) duplicate copies of the Eligibility documents and the Financial Bid Proposal signed by the bidder and/or the authorized representative. See "Annex F" for reference.</p> <p>Unsealed bid envelopes shall be rejected.</p>
21	<p>The address for submission of bids is: PICC-Bids and Awards Committee (BAC) Secretariat Ground Floor, Delegation Building PICC Complex, 1307 Pasay City</p> <p>The deadline for submission of bids is April 16, 2019 at 10:00 a.m.</p>
24.1	<p>The place of bid opening is: BAC CONFERENCE ROOM Ground Floor, Delegation Building PICC Complex, 1307 Pasay City</p> <p>The date and time of bid opening is April 16, 2019 at 10:00 a.m.</p>
24.2	No further instructions.
24.3	No further instructions.
27.1	No further instructions.
28.3(a)	Partial bids are not allowed.
28.4	No further instructions.
29.2	<p>Post-Qualification</p> <p>Within a non-extendible period of five (5) calendar days from receipt by the bidder of the notice from the BAC that it submitted the LCB, the Bidder shall submit the following documentary requirements:</p> <ol style="list-style-type: none"> a. Certified Photocopy of the CY 2017 Income and Business Tax Returns filed and paid through the BIR Electronic Filing and Payment System (eFPS); b. Sections III and V of the bid documents, signed on each and every page by the bidder's authorized representative; c. Company Profile with sketch of office location; d. Certificate of Satisfactory Completion & Acceptance of previous PICC undertaken within the last three (3) years, if any. e. Must have an extensive experience <p>Failure of the bidder with the lowest calculated bid to submit the above requirements, or a finding against the veracity of such requirements shall be ground for forfeiture of the bid security and disqualification of the bidder for award.</p>
32.4 (f)	No additional requirement.

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause			
1.1(g)	The Procuring Entity is <i>The Philippine International Convention Center (PICC)</i>		
1.1(i)	The Supplier is <i>[to be inserted at the time of contract award]</i> .		
1.1(j)	The Funding Source is PICC APPROVED BUDGET FOR CY 2019		
1.1(k)	The Project Site is <i>PICC, PICC Complex, 1307 Pasay City</i>		
2.1	No further instructions.		
5.1	The PICC's address for Notices is: PICC-Bids and Awards Committee PICC Complex, 1307 Pasay City		
6.2	The Contractor is required to provide all of the following services, including additional services, if any, specified in Section VII-Technical Specifications. For purposes of this Clause the Authorized Representative of PICC is Col. Alfonso D. Ilete Jr., Chief Security Officer, Security Office.		
10.4	Payment shall be made in Philippine Pesos.		
10.5	Payment using LC is not allowed.		
11.3	Payment Payment shall be made on a quarterly basis and payable within thirty (30) calendar days after presentation of the billing invoice and submission of the accomplished monthly preventive maintenance checklist to PICC representative on the services rendered by the Contractor. The Contractor agrees that there shall be no price increase in the contract amount for duration of the contract.		
13.4(c)	Performance Security Within ten (10) calendar days from receipt of the Notice of Award, but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any of the following forms: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">Form of Performance Security</td> <td style="width: 50%; text-align: center;">Amount of Performance Security (Equal to Percentage of the Total Contract Price)</td> </tr> </table>	Form of Performance Security	Amount of Performance Security (Equal to Percentage of the Total Contract Price)
Form of Performance Security	Amount of Performance Security (Equal to Percentage of the Total Contract Price)		

	Cash or Cashier's/Manager's Check issued by a Universal or Commercial Bank.	Five percent (5%)
	Bank draft/guarantee issued by a Universal or Commercial Bank	Five percent (5%)
	Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty percent (30%)
16.1	<p>Inspection and Tests</p> <p>PICC may reject any works that do not conform to the Technical Specifications.</p>	
17.3	<p>The Contractor shall provide three (3) months warranty for the workmanship from date of completion.</p> <p>The obligation for the warranty shall be covered by either retention money in an amount equivalent to five percent (5%) of the total contract price, or a special bank guarantee equivalent to five percent (5%) of the total contract price. (Note: GPPB RES NO. 30-2017)</p> <p>The said amount shall be released after the lapse of the warranty period.</p>	
17.4	<p>The period for correction of defects is seven (7) calendar days from the date the contractor is notified in writing.</p>	
21.1	<p>No additional provision.</p>	

Section VI. Schedule of Requirements

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Section VI. Schedule of Requirements

Description	Delivery
One (1)-Year Contract of Preventive Maintenance of the CCTV Systems	Contract period shall be for a period of One (1)-Year from the date of receipt of the Notice to Proceed but not earlier than July 2, 2019.

I hereby commit to comply and deliver all the above requirements in accordance with the above stated schedule.

Name of Company / Bidder

Signature over printed Name of Authorized Representative

Position

Date

/

Section VII. Technical Specifications



Section VII. Technical Specifications

Article /Description	COMPLIANCE
<p>ONE (1)-YEAR CONTRACT OF PREVENTIVE MAINTENANCE FOR THE CCTV SYSTEMS</p> <p>I. Scope of Works:</p> <ol style="list-style-type: none"> 1. Perform monthly preventive maintenance services of the following equipment below: <ul style="list-style-type: none"> • 226 Units CCTV Cameras indoor and outdoor • 6 Units Enterprise NVR (Network Video Recorder) and storage • 2 Units CCTV Directory Servers • 3 units CCTV Fail Over Servers • 25 units Video wall monitors • 13 Video Decoders • 15 units 24 Ports PoE Switch • 15 units 8 Ports PoE Switch • 3 Units Extended Storage Server • 2 Units License Plate Recognition (LPR) Server • 1 VMS Manager • System LAN network • 9 units Client Remote PCs • 1 Unit UPS and Battery backup System 2. Replacement of defective 80 units' 12V/24ah UPS backup battery. 3. Checking of main power supplies to include UPS charging rates. 4. Checking of time and date settings of equipment and updating the settings with latest firmware and software. 5. Checking the integrity of all cabling, termination, and sample checking external insulation for damage. 6. Cleaning and cable fixings for security. 7. Cleaning of all Servers air vents and all PCs exhaust fan. 8. Cleaning of all cameras, lenses and housing surfaces. 9. Checking of all glands and seals on external equipment. 10. Cleaning of all control equipment surfaces including PC. 11. Checking if cameras are aligned to user specification, and correct field of view and make adjustments if necessary. 	

12. Checking of brackets, towers and fixing corrosions or damages. Checking and tightening correctly all clamps and bolts/brackets.
13. Checking the quality of recording during day and night time modes.
14. Checking all pan, tilt, and zoom assembly to include fixing of electrical connections and functions.
15. Checking the signal transmission of images to remote site.
16. Checking of all camera pre-set.
17. Checking and cleaning of all POE switches.
18. Ensure that all fiber optic cables are operational.

II. Other Conditions of the Contract:

1. The Contractor must conduct CCTV System preventive maintenance every month for a period of one (1)-year.
2. The Contractor and its personnel or representatives when inside PICC premises shall comply with and submit themselves to PICC policies, rules and regulations concerning safety and security.
3. The Contractors' personnel should wear its company uniform and ID at all times when working inside the PICC premises.
4. The Contractor shall provide a well-trained and dedicated team to ensure that the request of support is addressed in a professional and timely manner.
5. The Contractor must have an extensive experience and training in **GVD products** especially NVR, Video Wall, Video Decoder, Video Management System, Central Management System, Failover System, Storage System, and Remote Monitor.
6. The Contractor must always have available **GVD replacement parts**; in case, during preventive maintenance defective part(s) is/are discovered and immediate replacement of said part(s) is/are necessary.
7. The Contractor must always have available **GVD service unit(s)** as temporary replacement for defective unit that needs to be pulled out or to halt on operation while the unit(s) is/are out for repair.
8. The Contractor shall include a 24/7 On-Call Basis Technical Support free of charge.
9. The Contractor shall closely coordinate with PICC representative for any maintenance activity to be taken.
10. The Contractor shall undertake regular maintenance service during the time where no event in PICC or in the most convenient time in favor of PICC.
11. The Contractor shall provide all necessary cleaning materials, tools and testing equipment to be used in connection with the services under the Scope of Works.
12. The Contractor shall provide a detailed report/accomplished checklist of the units listed above.

<ol style="list-style-type: none">13. The Contractor, upon request and proper authorization of PICC, shall provide additional services not included in the above scope of works. The services shall be billed separately by the Contractor to PICC.14. The Contractor shall hold PICC and its personnel free and harmless from any suit or liability whatsoever arising from any demand by any of the Contractor's personnel in connection with the performance of their duties under this contract.15. The Contractor shall undertake full responsibility and liability for any damage or loss of property, which may occur in the PICC premises arising from negligence and/or action of any of its personnel.16. If the original parts are not available, submit recommended replacement with justification why is it recommended.17. Submit list of defective materials, parts for replacement, including the technical specifications and cost estimates.	
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Section VIII. Bidding Forms

Section VIII. Bidding Forms

Bid Form

Date: _____

To: *[name and address of Procuring Entity]*

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **ONE (1)-YEAR CONTRACT OF PREVENTIVE MAINTENANCE OF THE CCTV SYSTEMS** in conformity with the said Bidding Documents for the sum/s as follows:

TOTAL CONTRACT AMOUNT: INCLUSIVE OF VALUE ADDED TAX (VAT)

_____ PESOS (P _____)
(Amount in Words) (Amount in figures)

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in **BDS** provision for **ITB** Clause 17.1 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the lowest or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements as per **ITB** Clause 5 of the Bidding Documents.

We likewise certify/confirm that the undersigned, *[for sole proprietorships, insert: as the owner and sole proprietor or authorized representative of Name of Bidder, has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the **One (1)-Year Contract of Preventive Maintenance for the CCTV Systems** of the **PICC** [for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the Name of Bidder, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for **One (1)-Year Contract of Preventive Maintenance for the CCTV Systems** of the **PICC**.*

We acknowledge that failure to sign each and every page of this Bid Form shall be a ground for the rejection of our bid.

Dated this _____ day of _____ 2019.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

**PHILIPPINE INTERNATIONAL CONVENTION CENTER
BIDS AND AWARDS COMMITTEE**

ONE (1)-YEAR CONTRACT OF PREVENTIVE MAINTENANCE OF THE CCTV SYSTEMS

CHECKLIST OF REQUIREMENTS

Bidders shall submit their bids through their duly authorized representative using the forms specified in the Bidding Documents in **two (2) separate sealed bid envelopes**, and which shall be submitted simultaneously. The first envelope shall contain the technical component of the bid including the eligibility requirements and the second shall contain the financial component of the bid.

I. FIRST ENVELOPE: ELIGIBILITY AND TECHNICAL COMPONENTS:

A. ELIGIBILITY DOCUMENTS:

1. Certified photocopy of the valid and current PhilGEPS Certificate of Registration – Platinum Membership. The certificate shall be submitted together with Annex "A".

If any of the documents mentioned in Annex "A" is not current, the new document should be submitted.

2. Statement of all on-going government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid (**ANNEX "A"**);

3. Statement of the Single Largest Completed Contract (SLCC) similar to the contract to be bid, entered into within the last three (3) years from the date of submission and opening of bids, and whose value is at least fifty percent (50%) of the ABC. (**ANNEX "B"**) Attach to such statement the following:

- a. Certified photocopy of the SLCC; and
- b. Certificate of Acceptance or Official Receipt or Sales Invoice

4. Net Financial Contracting Capacity (NFCC): (**ANNEX "C"**)

Computation of NFCC must be at least equal to the ABC to be bid, calculated as follows;

NFCC = [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.

or a committed Line of Credit from Universal or Commercial Bank, in lieu of its NFCC Computation. The committed Line of Credit must be at least equal to ten percent (10%) of the ABC to be bid.

B. TECHNICAL DOCUMENT:

1. Bid Security:

- Notarized Bid Securing Declaration (**ANNEX "D"**); or
- Cash or Manager's Check / Cashier's check issued by a Universal or Commercial Bank in the amount of not less than 2% of the ABC; or
- Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank in the amount of not less than 2% of the ABC; or

- Surety Bond, callable upon demand, issued by a private insurance company with attached Certification issued by the Office of the Insurance Commission that said insurance company is authorized to issue such surety, in the amount of not less than 5% of the ABC.

2. Sections VI – Schedule of requirements and VII- Technical Specifications of the Bidding Documents, fully accomplished;

3. Notarized Omnibus Sworn Statement (**ANNEX "E"**) with attached;

- i. For Corporations, the duly notarized Secretary's Certificate; or
- ii. For Sole Proprietorship, the notarized Special Power of Attorney.

II. SECOND ENVELOPE: FINANCIAL COMPONENT OF THE BID (BID PROPOSAL FORM)

1. Financial Bid Form (Section VIII of the Bidding Documents)

Standard For Number : SF-GOOD-13a
 Revised on: July 28, 2004

LIST OF ALL ON-GOING GOVERNMENT & PRIVATE CONTRACTS INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED

Business Name:

Business Address:

Name of Project / Project Cost	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		a. Date Awarded b. Date Started c. Date Completion	% of Accomplishment		Value of Outstanding Works / Undelivered Portion
			Description	%		Planned	Actual	
<u>Government:</u>								
<u>Private:</u>								

Submitted by:

(Printed Name & Signature)

Designation:

Date:

SINGLE LARGEST COMPLETED CONTRACT

WHICH IS SIMILAR TO THE CONTRACT TO BE BID

Business Name:

Business Address:

Name of Contract	a. Owner Name b. Address c. Telephone Nos.	Nature of Item/Service	a. Amount of Award b. Amount at Completion c. Duration	a. Date Awarded b. Contract Effectivity c. Date Completed

Note: This statement shall be supported with:

1. Contract
2. Certificate of Completion & Acceptance or Official Receipt/s or Sales Invoice issued for the contract

Note: *The Single Largest Completed Contract shall be completed within the last THREE (3) years from the date of submission and receipt of bids, that is similar to the contract to be bid, the amount of which shall be at least fifty percent (50%) of the ABC.*

Submitted by:

(Printed Name & Signature)

Designation:

Date:

ANNEX "C"

Name of the Procuring Entity

Project Reference Number

Name of the Project

Location of the Project

Standard Form Number: SF-GOOD-14

Revised on: May 24, 2004

FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK

A. Summary of the Applicant Supplier's/Distributor's/Manufacturer's assets and liabilities on the basis of the attached Income Tax Return and Audited Financial Statement, stamped "RECEIVED" by the Bureau of Internal Revenue or BIR authorized collecting agent, for the immediately preceding year and a certified copy of Schedule of Fixed Assets particularly the list of construction equipment.

		Year 20__
1.	Total Assets	
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liabilities	
5.	Net Worth (1-3)	
6.	Net Working Capital (2-4)	
7.	Value of all outstanding or uncompleted portions of the project under ongoing contracts, including awarded contracts yet to be started coinciding with contract to be bid	

B. The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:

NFCC = [(Current assets minus current liabilities) (15)] minus value of all outstanding or uncompleted portions of the project under ongoing contracts, including awarded contracts yet to be started coinciding with contract to be bid.

NFCC = P _____

The values of the bidder's current assets and current liabilities shall be based on the data submitted to the BIR.

or

A committed Line of Credit, in an amount to at least ten percent (10%) of the ABC, issued by a Universal of Commercial Bank.

Submitted by:

Signature of Authorized Representative

Name of Supplier / Distributor / Manufacturer

Date: _____

Note:

1. If Partnership or Joint Venture, each Partner or Member Firm of Joint Venture shall submit the above requirements.

BID SECURING DECLARATION FORM

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

x-----x

BID SECURING DECLARATION
Invitation to Bid: [Insert Reference number]

To: *[Insert name and address of the Procuring Entity]*

I/We¹, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - (b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;

¹ Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

- (c) I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of [month] [year] at [place of execution].

[Insert NAME OF BIDDER'S AUTHORIZED
REPRESENTATIVE]
[Insert Signatory's Legal Capacity]
Affiant

SUBSCRIBED AND SWORN to before me this ____ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on ____ at _____.

Witness my hand and seal this ____ day of [month] [year].

NAME OF NOTARY PUBLIC

Serial No. of Commission _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. _____ [date issued], [place issued]
IBP No. _____ [date issued], [place issued]

Doc. No. _____
Page No. _____
Book No. _____
Series of _____

Omnibus Sworn Statement

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

I, *[Name of Affiant]*, of legal age, *[Civil Status]*, *[Nationality]*, and residing at *[Address of Affiant]*, after having been duly sworn in accordance with law, do hereby depose and state that:

1. **Select one, delete the other:**

If a sole proprietorship: I am the sole proprietor or authorized representative of *[Name of Bidder]* with office address at *[address of Bidder]*;

If a partnership, corporation, cooperative, or joint venture: I am the duly authorized and designated representative of *[Name of Bidder]* with office address at *[address of Bidder]*;

2. **Select one, delete the other:**

If a sole proprietorship: As the owner and sole proprietor, or authorized representative of *[Name of Bidder]*, I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for *[Name of the Project]* of the *[Name of the Procuring Entity]*, as shown in the attached duly notarized *Special Power of Attorney*;

If a partnership, corporation, cooperative, or joint venture: I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for *[Name of the Project]* of the *[Name of the Procuring Entity]*, as shown in the attached *[state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable;)]*;

3. *[Name of Bidder]* is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. *[Name of Bidder]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. **Select one, delete the rest:**

If a sole proprietorship: The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

If a partnership or cooperative: None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

If a corporation or joint venture: None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder:
 - a) Carefully examine all of the Bidding Documents;
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of ___, 20__ at _____, Philippines.

Bidder's Representative/Authorized Signatory

SUBSCRIBED AND SWORN to before me this ____ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on ____ at _____.

Witness my hand and seal this ____ day of [month] [year].

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ [date issued], [place issued]

IBP No. _____ [date issued], [place issued]

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

* This form will not apply for WB funded projects.



Original Eligibility and Technical Documents (Sealed)



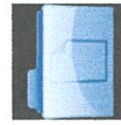
Original Financial Documents (Sealed)



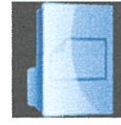
Copy 1 of Eligibility and Technical Documents (Sealed)



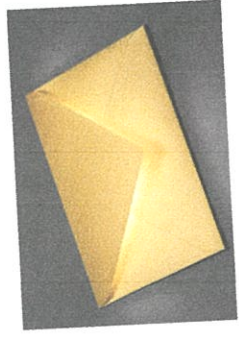
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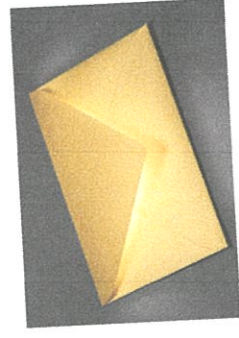
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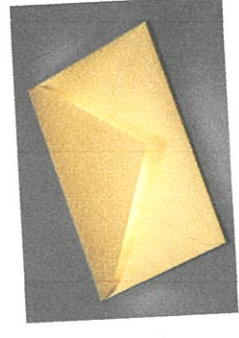
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ORIGINAL BID (Sealed)

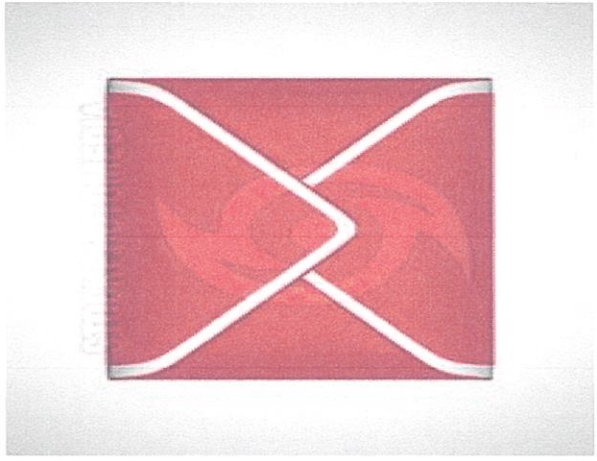


COPY 1 (Sealed)



COPY 2 (Sealed)

SEALING AND MARKING OF BIDS



MAIN ENVELOPE (Sealed)

NAME OF CONTRACT TO BE BID

NAME AND ADDRESS OF BIDDER

BAC/PROCURING ENTITY

DO NOT OPEN BEFORE _____

SEALING AND MARKING OF BIDS

